

## **FIRST AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR ONGOING INFORMATION TECHNOLOGY SERVICES**

This First Amendment to Intergovernmental Agreement for Ongoing Information Technology Services (“Amendment”) is made and entered into as of the last date signed below, (“Effective Date”) by and between the City of Hermiston (“COH”) and the Morrow County (“COUNTY”).

### **RECITALS**

This Amendment is made with reference to the following facts and circumstances:

- A. COH and COUNTY are parties to that certain Intergovernmental Agreement between the City of Hermiston and the Morrow County for Ongoing Information Technology Services commencing on July 1, 2022 and expiring on June 30, 2025 (the “Agreement”).
- B. The section titled “Consideration” describes the amount that COUNTY will be charged monthly for IT service performed by COH.
- C. The parties wish to amend, pursuant to Section 17 of the Agreement, the Section titled “Consideration” of the Agreement to increase the payment for increased hours of IT service provided by COH to COUNTY.

### **TERMS AND CONDITIONS**

Now therefore, in consideration of the mutual covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree that the above recitals are mad a part of this Amendment and otherwise do hereby agree as follows:

1. Consideration. The Section titled “Consideration” of the Agreement is hereby amended and restated in its entirety as follows:

**Consideration.** COUNTY agrees to pay COH \$27,040.00 per month for approximately 52 hours of IT service per week at \$120 per hour for 52 weeks, beginning May 1, 2024. COUNTY agrees that the stated fees shall increase annually by an amount equal to the annual percentage change in the Western Region CPI, however, the amount shall be no lower than 2% and be capped at a maximum of 5%, such increase to be effective July 1, 2025 and will apply to each subsequent year in which the agreement is in effect. COUNTY will pay for devices and any other materials required to perform the services under this Agreement, and if COH purchases those materials for COUNTY, COUNTY agrees to reimburse COH for those costs. COH agrees to notify COUNTY prior to purchasing anything over \$500 and to provide adequate documentation and invoice COUNTY for the cost.

2. Miscellaneous. As expressly amended and modified by this Amendment, the terms and provisions of the Agreement are hereby ratified and affirmed in their entirety. This Amendment may be amended only by an agreement in writing, signed by the City of Hermiston and the Morrow County. This Amendment shall be governed by

and construed in accordance with the laws of Oregon, and without regard to any principles of conflict of laws. This Amendment may be signed in any number of counterparts, each of which shall be deemed to be an original and all of which taken together shall constitute one and the same instrument. Any such counterpart may be executed by facsimile or electronic transmission. This Amendment constitutes the entire agreement of with respect to the amendment of the Agreement, and all prior or contemporaneous agreements or communications between the parties on this matter are superseded in entirety by this Amendment.

**IN WITNESS WHEREOF**, the City of Hermiston and Morrow County, by their respective duly authorized representatives, have executed this Amendment on the date shown below.

**MORROW COUNTY**

Signature:  \_\_\_\_\_

Title: Chair, Board of Commissioners

Name (print): David Sykes

Date: 4/3/2024

**CITY OF HERMISTON**

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Name (print): \_\_\_\_\_

Date: \_\_\_\_\_